



**REQUEST FOR PROPOSALS:
(RFP No. DPW2026-006)**

**Design Engineering and Environmental Services for the
Garberville Redwood Drive Complete Streets**

Date Released: August 18, 2026

Proposals Due: September 25, 2026 (Received by 4 p.m.)

**Humboldt County Public Works
1106 Second Street
Eureka, CA 95501**

REQUEST FOR PROPOSALS – No. DPW2026-006
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE GARBERVILLE
REDWOOD DRIVE COMPLETE STREETS

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1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **Caltrans.** As used herein, the term “Caltrans” refers to the California Department of Transportation.
- C. **Caltrans Audits and Investigations.** As used herein, the term “Caltrans Audits and Investigations” refers to the California Department of Transportation Inspector General’s Independent Office of Audits and Investigations.
- D. **Consultant.** As used herein, the term “Consultant” refers to any individual, firm or company submitting a Proposal in response to this Request for Proposals.
- E. **Consultant Services Agreement.** As used herein, the term “Consultant Services Agreement” refers to the agreement between the County and the Successful Consultant regarding Design Engineering and Environmental Services for the Garberville Redwood Drive Complete Streets.
- F. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Public Works – Engineering Division.
- G. **Proposal.** As used herein, the term “Proposal” refers to the document submitted by a Consultant in response to this Request for Proposals.
- H. **Successful Consultant.** As used herein, the term “Successful Consultant” refers to the individual, agency, firm or company that the County chooses to enter into a final Consultant Services Agreement with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Proposals have been successfully completed.
- I. **Services.** As used herein, the term “Services” refers to specified Design Engineering and Environmental Services for the Garberville Redwood Drive Complete Streets.

1.2 Abbreviations:

- A. **C.C.R.** As used herein, the abbreviation “C.C.R.” refers to the California Code of Regulations.
- B. **CEQA.** As used herein, the abbreviation “CEQA” refers to the California Environmental Quality Act.
- C. **C.F.R.** As used herein, the abbreviation “C.F.R.” refers to the United States Code of Federal Regulations.

- D. **CUF**. As used herein, the abbreviation “CUF” refers to a Commercially Useful Function as that term is defined in the Local Assistance Procedures Manual issued by the California Department of Transportation.
- E. **DBE**. As used herein, the abbreviation “DBE” refers to a Disadvantaged Business Enterprise as that term is defined in the Local Assistance Procedures Manual issued by the California Department of Transportation.
- F. **DOT**. As used herein, the abbreviation “DOT” refers to the United States Department of Transportation.
- G. **FHWA**. As used herein, the abbreviation “FHWA” refers to the Federal Highways Administration
- H. **LAPM**. As used herein, the abbreviation “LAPM” refers to the Procedures Manual issued by the California Department of Transportation.
- I. **PST**. As used herein, the abbreviation “PST” refers to Pacific Standard Time.
- J. **RFP**. As used herein, the abbreviation “RFP” refers to this Request for Proposals seeking consulting firms to provide Design Engineering and Environmental Services for the Garberville Redwood Drive Complete Streets.

2.0 INTRODUCTION:

2.1 Statement of Purpose:

The County of Humboldt (“County”), by and through its Department of Public Works – Engineering Division, is soliciting proposals from qualified consulting firms to provide professional engineering, environmental, landscape architecture, and related services for the Garberville Redwood Drive Complete Streets (“Project”).

The Project is funded through the California Department of Transportation’s State Transportation Improvement Program (STIP) and federal funding participation is anticipated for the construction phase. The project will require design engineering and environmental services. Accordingly, the Project shall be developed in accordance with all applicable federal, state, and local requirements.

2.2 Project Background:

The Project encompasses approximately 0.5 miles of Redwood Drive within the community of Garberville, extending from the southern connection with Highway 101 (Post Mile 0.00) to the northbound Highway 101 on-ramp at the northern end of town (Post Mile 0.50).

Redwood Drive is the former alignment of Highway 101 and now serves as Garberville's primary commercial corridor. The roadway supports local businesses, residents, visitors, pedestrians, bicyclists, transit users, and motorists.

The corridor experiences the highest average daily traffic volumes in Southern Humboldt, carrying approximately 9,800 vehicles per day. Existing conditions include pedestrian and vehicular congestion, deteriorated roadway surfaces, limited pedestrian accessibility, constrained bicycle

accommodations, and operational challenges associated with nearby Highway 101 on- and off-ramps. The roadway also experiences recurring safety concerns, with an average of approximately five reported collisions annually within the project limits.

The Project will implement Complete Streets improvements to enhance safety, accessibility, mobility, and economic vitality within the corridor. Building upon previously completed conceptual layouts and approximately 30-percent design plans, the selected consultant will evaluate and refine prior work, complete required environmental documentation, engage stakeholders and the public, and advance a preferred alternative through final design.

2.3 Process Overview:

Proposals submitted in response to this RFP shall be objectively evaluated to identify the Consultant that is best qualified to provide the Services set forth in this RFP. At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFP, a Consultant Services Agreement pertaining to the provision of Services set forth in this RFP will be awarded to the Successful Consultant. The final Consultant Services Agreement will have a term of four (4) years, unless extended through amendment thereto or sooner terminated as set forth therein. The maximum amount payable by the County pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFP process is estimated at One Million Dollars (\$1,000,000.00).

3.0 PRELIMINARY SCOPE OF SERVICES:

This section presents a preliminary scope of services to generally communicate the County's expectations for the provision of the Services solicited hereby. A final scope of services will be developed by the County and the Successful Consultant prior to the final Consultant Services Agreement. All Consultants shall be strictly held to the requirements, standards and protocols set forth in this RFP. Such requirements, standards and protocols will be incorporated into the final Consultant Services Agreement between the County and the Successful Consultant.

3.1 Outline of Anticipated Services:

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare Proposals submitted in response to this RFP. The precise scope of services that will be incorporated into the final Consultant Services Agreement shall be the subject of negotiations between the County and the Successful Consultant.

3.2 Project Management.

The Successful Consultant shall be responsible for completing various project management activities throughout the term of the final Consultant Services Agreement, which include, without limitation, developing and maintaining a detailed project schedule aligned with Caltrans Local Assistance milestones; scheduling, facilitating, and documenting all project meetings, including kickoff meetings, Project Development Team meetings, design reviews, and public meetings; managing project communications and tracking action items; performing field reviews and site reconnaissance; preparing all deliverables required for Caltrans Local Assistance submissions, including Requests for Authorization, Preliminary Environmental Study forms, environmental documentation, and Plans Specifications and Estimate packages; and supporting the County in meeting all project funding, compliance, and reporting requirements.

3.3 **Project Development and Preliminary Engineering:**

- A. **Preliminary Engineering Services.** The types of engineering services that the Successful Consultant may be required to provide pursuant to the terms and conditions of the final Consultant Services Agreement may include, without limitation, all of the following:
1. Conducting planning studies, engineering studies and/or preparing engineering designs for the Garberville Redwood Drive Project, including, without limitation, roadway reconstruction, intersection modifications, roadway improvements, such as curbs, gutters, sidewalks and retaining walls, drainage improvements, roadway striping layout, revegetation, stream environment zone restoration, roadway safety structures, traffic signals, traffic studies, erosion control facilities, bikeway improvements, multi-use trail design (Class I and Class II) and/or design of other public works facilities generally associated with the County's existing road system.
 2. Preparing construction plans, specifications and design reports for the Garberville Redwood Drive Project in English units, including, without limitation, drainage calculations and reports, grading plans, construction staking, structural design calculations and cost estimates in accordance with current standards developed by the American Association of State Highway and Transportation Officials and the California Department of Transportation ("Caltrans").
 3. Providing the County with phase programming information for the Garberville Redwood Drive Project, including, without limitation, information pertaining to the project inception, design, environmental, right-of-way and construction phases, as required by Caltrans Local Assistance and the Federal Highways Administration.
 4. Coordinating survey tasks for the Garberville Redwood Drive Project, including, without limitation, scheduling ground and aerial topography, boundary analysis, document preparation and title reviews, construction stakeouts, and providing record as-built surveys of the completed work.
 5. Preparing transportation planning studies for the Garberville Redwood Drive Project, including, without limitation, traffic analysis, traffic counts, traffic safety analysis, parking analysis, and socio-economic impacts.
 6. Redesigning existing intersections and assessing intersection alternatives such as roundabouts within the Garberville Redwood Drive Project area.
 7. Consulting with Caltrans Local Assistance staff, as directed by the County, regarding compliance with Caltrans Local Assistance Program Guidelines applicable to the Garberville Redwood Drive Project.
 8. Ensuring that all applicable construction plans, specifications, and designs for the Garberville Redwood Drive Project complies with the Americans with Disabilities Act (ADA) Accessibility Design Guidelines and Standards.
- B. **Technical Support.** The types of technical support services that the Successful Consultant may be required to provide pursuant to the terms and conditions of the final Consultant Services Agreement may include, without limitation, all of the following:

1. Scheduling and facilitating meetings with stakeholders, including, without limitation, providing a central point of contact for open, transparent and efficient communication, identifying appropriate meeting venues, developing meeting agendas, providing audio-visual equipment, ensuring that meetings stay on schedule and on topic and preparing written meeting minutes.
2. Contacting landowners regarding construction activities and other scheduling and/or contractual issues.

3.4 Environmental Documentation:

The environmental services provided will generally consist of conducting and preparing environmental studies, assessments and reports to ensure compliance with any and all applicable local, state and federal laws, regulations, standards, policies, procedures and guidelines. A Preliminary Environmental Study (PES) Memo has been completed by Caltrans and the County anticipates that the environmental document that meets the requirements of the National Environmental Policy Act (“NEPA”) will be a Categorical Exclusion (CE). A CEQA Notice of Exemption was completed by the County. The environmental services provided by the selected consultant may include, without limitation, all of the following:

- A. Providing necessary environmental studies and documents to secure approval from Caltrans for completion of the preliminary engineering services set forth herein including, but not limited to, all of the following:
 1. Preparation of an Area of Potential Effects (APE) Map;
 2. Archaeological Survey Report (ASR);
 3. Narrative HPSR to discuss any potential effects;
 4. Native American Heritage Commission (NAHC) sacred lands search;
 5. California Assembly Bill 52 – Consultation Requirements with California Tribes; and
 6. Review and analyze the Initial Site Assessment for Hazardous Materials that addresses any and all potential hazardous waste contamination, including, without limitation, lead paint and asbestos, that may occur within the Project area.
- B. Complying with applicable standards in accordance with Caltrans Local Assistance Program Guidelines, including, without limitation consulting and communicating with Caltrans Local Assistance staff as directed by the County.
- C. Complying with the applicable requirements of NEPA and CEQA, including, without limitation, preparing and submitting the environmental documentation set forth herein.
- D. Providing accurate information to, and soliciting input from, the public that can be incorporated into the NEPA and CEQA processes, including, without limitation, attending public meetings and presentations.

- E. Establishing direct contact with governmental regulatory and resource agencies for the purpose of obtaining information, expertise and technical assistance in developing baseline data and resource inventories related to the Project.
- F. Maintaining records of all contacts and transmitting copies of such records to the County on a regular basis.
- G. Providing the County with the opportunity to review and revise all environmental documentation prepared and submitted pursuant to the terms and conditions of the final Consultant Services Agreement prior to final submission thereof.

3.5 Public Outreach and Agency Coordination:

- A. **Public Outreach.** The Consultant shall provide support for public outreach including, but not limited to, County-led public outreach events, meetings, workshops and correspondence with stakeholders. Public outreach may include preparation of displays, presentation materials, and summaries of public outreach activities.
- B. **Agency Coordination.** The Consultant will need to coordinate regarding encroachments into Highway 101 right-of-way with Caltrans, local and regional utility providers such as Garberville Sanitary District, and community resource advocates such as Coalition for Responsible Transportation Priorities. The project will require significant effort to identify utility conflicts, coordinate utility relocations, and provide design services to accommodate utility needs associated with proposed improvements, including lighting, irrigation for new landscaping, and waste management facilities.

3.6 Final Design (Plans, Specifications, and Estimate):

- A. **Final Design.** The Successful Consultant will be responsible for preparing and submitting design reports and other related documentation for the Garberville Redwood Drive Project. The final design will also contain identification of any utilities that may need to be relocated as a result of the project.
- B. **Deliverables.** Deliverables shall include, without limitation, all of the following:
 - 1. Provision of a 100% Plans, Specifications and Estimate Package which includes all of the following: complete construction plans; draft specifications; cost estimates; design and check calculations; quantity calculations; and construction staging plans.
 - 2. Provision of a Final Submittal Package which incorporates all of the review comments into the design plan and includes all of the following: complete bid documents including plans, specifications and contract provisions ready for reproduction and distribution; final cost estimate; final quantity calculations; tentative construction schedule; and final construction staging plans.

3.7 Bid Assistance and Construction Support:

- A. **Assistance with the Bidding Process.** The bid assistance services provided will generally consist of submitting an electronic copy of the final approved plans and specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF

format. The County will be responsible for making copies of contract documents and will distribute such documents as appropriate. However, the Successful Consultant may be responsible for responding to questions from potential contractors that arise during the bidding process and preparing addenda, which will be distributed by the County as necessary.

B. Construction Support. The construction support services that the Successful Consultant may be responsible for providing will generally consist of all of the following:

1. Providing construction support, including, without limitation, responding to contractor requests for information, reviewing shop drawings, clarifying plans and specifications and conducting up to two (2) site visits during construction.
2. Providing construction staking in accordance with the requirements set forth in the Caltrans Survey Manual for Construction Staking, including, without limitation, providing cut sheets for construction staking based on the plan set.
3. Providing record drawings (as-built drawings) upon completion of the work, including, without limitation, drawings reflecting corrections made by the Resident Engineer.

4.0 REQUIREMENTS STATEMENT:

4.1 Eligibility Requirements:

A. Required Qualifications. In order to be considered for award of a Consultant Services Agreement pursuant to this RFP process, Consultants must possess, at a minimum, all of the following qualifications:

1. At least six (6) years of experience in providing Services equivalent to those set forth in this RFP.
2. Familiarity with the requirements applicable to the provision of Services equivalent to those set forth in this RFP for state and federally funded projects, including, without limitation, the California Department of Transportation's ("Caltrans") Local Assistance Procedures Manual.
3. Familiarity with the local coordinate, global positioning and geographic information systems.
4. Knowledge of current methods, techniques and practices, including, without limitation, the ability to prepare legal property descriptions, exhibits and plats, used to plan, design and construct a variety of public works projects.
5. Ability to work long hours as necessitated by site work.
6. Good verbal and written communication skills.

B. Required Personnel. In order to be considered for award of a Consultant Services Agreement pursuant to this RFP process, Consultants must have personnel that are capable, competent and experienced in providing Services equivalent to those set forth herein with minimal instruction. The types of personnel that Consultants must have available to provide Services equivalent to those set forth in this RFP include, without limitation, all of the following:

1. Project Managers that shall be responsible for coordinating the provision of engineering and/or environmental services pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFP process. Project Managers shall be registered civil engineers, licensed in the State of California, and have experience with public infrastructure projects.
2. Professional Engineers that shall be responsible for performing design and traffic engineering services pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFP process. Professional Engineers shall be registered civil engineers, licensed in the State of California, and have experience with public infrastructure projects.
3. Right-of-Way Staff that shall be responsible for performing right-of-way services pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFP process. Right-of-way staff shall be in compliance with any and all applicable licensure, certification and accreditation requirements and have experience with public infrastructure projects.
4. Engineering Staff that shall be responsible for providing, coordinating and scheduling engineering services pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFP process. Engineering Staff shall be supervised by a registered civil engineer, licensed in the State of California, and have experience with public infrastructure projects.
5. Environmental Staff, or subconsultants, that shall be responsible for providing, coordinating and scheduling environmental services pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFP process. Environmental Staff shall be in compliance with any and all applicable licensure, certification and accreditation requirements and have experience with public infrastructure projects.
6. Professional Land Surveyor that shall be responsible for providing, and coordinating the provision of, land surveying services pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFP process. Professional Land Surveyors shall be licensed in the State of California and have experience with public infrastructure projects.
7. Technical Staff that shall be responsible for providing various land surveying services, including, without limitation, boundary surveys, topographic surveys, construction staking, office calculations and mapping services, pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFP process. Technical Staff shall be supervised by a Professional Land Surveyor, licensed in the State of California, and have experience with public infrastructure projects.

4.2 Licensure, Certification and Accreditation Requirements:

In order to be considered for an award of a Consultant Services Agreement pursuant to this RFP process, Consultants must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements and standards.

5.0 SCHEDULE EVENTS:

The following schedule of events represents the County's best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time ("PST"). The County hereby reserves the right, at its sole discretion, to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals.

EVENT	DATE
RFP Issued by the County:	August 18, 2026
Deadline for Submission of Questions:	September 15, 2026
Deadline for Responses to Questions:	September 18, 2026
Deadline for Proposals to be Received:	September 25, 2026, 4:00 p.m. PST
Consultant Interviews (if necessary):	TBD
Completion of Review and Evaluation Process:	October 9, 2026
Finalization of Consultant Services Agreement:	TBD
Recommendation of Award to Board of Supervisors:	TBD
Start Date of Consultant Services Agreement:	TBD

6.0 GENERAL INFORMATION REGARDING PROPOSALS:

6.1 Proposal Submission:

Consultants shall prepare and submit one (1) original Proposal and one (1) electronic copy thereof, in PDF format on a CD, DVD or thumb Drive, by **4:00 p.m. PST, on September 25, 2026**. Proposals shall be signed by an authorized agent of the Consultant, and must be placed in a sealed envelope clearly marked "**RFP No. DPW2026-006**" along with the name and address of the Consultant and the closing date and time for submission of Proposals. Proposals that are unsigned, or signed by an individual not authorized to bind the prospective consultant, will be considered nonresponsive and rejected. Proposals shall be personally delivered or mailed to:

COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Deputy Director
1106 Second Street
Eureka, California 95501

Proposals submitted to any other County office will be rejected and returned to the Consultant unopened. Time is of the essence, and any Proposal received after the above-referenced date and time for submittal, whether by mail or otherwise, will be rejected and returned to the Consultant unopened. It is the sole responsibility of the Consultant to ensure that its Proposal is received before the submittal deadline, and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFP precludes the County from extending the deadline for submission of Proposals or from requesting additional information at any time during the evaluation process.

6.2 Withdrawal of Submitted Proposals:

A Consultant may withdraw its Proposal at any time prior to the above-referenced submittal deadline by submitting a written notification of withdrawal signed by the consultant or an authorized

representative thereof. Consultants must retrieve the entire sealed Proposal package in person. Proposals will become the County's property after the submission deadline has passed.

6.3 Modification of Submitted Proposals:

Any Consultant who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. It is the responsibility of the Consultant to ensure that a modified Proposal is resubmitted before the designated deadline for submission of Proposals in accordance with the terms of this RFP. Proposals may not be changed or modified after the submission deadline.

6.4 Consultant Investigations:

Before submitting a PROPOSAL, each Consultant shall make all investigations and examinations necessary to ascertain its ability to perform Services equivalent to those set forth in this RFP in accordance with the requirements and standards described herein. In addition, each Consultant shall verify any representations made by the County that the Consultant will rely upon. Failure to make such investigations and examinations will not relieve the Consultant from its obligation to comply with all provisions and requirements set forth in this RFP. In addition, a Consultant's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Consultant.

6.5 Conflict of Interest:

By submitting a Proposal in response to this RFP, Consultant warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to assist in the preparation or submission of such Proposal.

6.6 Expenses Incurred in Preparing Proposals:

The County accepts no responsibility for, and shall not pay any costs resulting from, or associated with, a Consultant's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal.

6.7 Right to Reject Proposals:

The County reserves the unqualified right to reject any and all Proposals or to waive, at its sole discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a Proposal.

6.8 Public Records and Trade Secrets:

All Proposals and materials submitted in response to this RFP shall become the County's property and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, *et seq.* This RFP, and all Proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of a Proposal that is deemed to be a trade secret by the Consultant shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") letters. Specifically identified proprietary information will not be released, if the Consultant agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a Proposal in response to

this RFP, the Consultant agrees that the County's failure to contact the Consultant prior to the release of any proprietary information contained therein will not be a basis for liability by the County or any employee thereof.

7.0 REQUIRED FORMAT OF PROPOSALS:

7.1 General Instructions and Information:

A. Content Requirements. In order for a Proposal to be considered for award of a Consultant Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:

1. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit.
2. Proposals must be complete and specific unto themselves. For example, "*See Enclosed Brochure*" will not be considered an acceptable response.
3. Proposals must contain information which enables the County to evaluate the Consultant's ability to provide the types of Services set forth in this RFP.
4. All information, statements, letters and other documentation and attachments required by this RFP must be included with the Proposal.
5. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the Signature Affidavit sheet attached to the Proposal.

B. Presentation Requirements. In order for a Proposal to be considered for award of a Consultant Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:

1. Proposals must be bound or contained in loose leaf binders. However, costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.
2. Proposals must be uniformly typed in twelve (12) point font on standard letter size (8.5" x 11") white paper, single or double sided, with:
 - a. Each section and subsection clearly titled;
 - b. Each page consecutively numbered, including all attachments;
 - c. Each page having 1.0" margins; and
 - d. Each page being clean and suitable for copying.
3. Proposals must not be any more than seventy-five (75) pages in length. Proposals exceeding such maximum page length may be rejected by the County.

C. Formatting Requirements. In order to be considered for award of a Consultant Services Agreement pursuant to this RFP process, Proposals shall follow the format outlined herein.

Failure to follow this format may result in the rejection of the Proposal. Each Proposal shall consist of the following sections:

- 1.0 Introductory Letter
- 2.0 Signature Affidavit
- 3.0 Table of Contents
- 4.0 Business Profile
- 5.0 References
- 6.0 Supplemental Documentation
- 7.0 Evidence of Insurability and Business Licenses
- 8.0 Exceptions, Objections and Requested Changes
- 9.0 Required Attachments

7.2 Introductory Letter:

The introductory letter shall, in one (1) page or less, summarize Consultant's qualifications and experience regarding the provision of Services equivalent to those set forth in this RFP. The introductory letter must also provide the Consultant's current contact information, list any subconsultants that may be used to provide Services equivalent to those set forth in this RFP and identify the offices where such Services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Consultant.

7.3 Signature Affidavit:

Each must contain a signed and completed Signature Affidavit which is attached to this RFP as Attachment A. The Signature Affidavit must be signed by an authorized representative of the Consultant. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.4 Table of Contents:

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 9.0 listed above and any subsections thereof with sequential page numbers.

7.5 Business Profile:

Proposals shall include a clear and concise narrative which identifies the Consultant's ability to provide the types of Services specified in this RFP.

A. **Company Overview.** The Business Profile must include an overview of the business structure and operation of Consultant's firm. The company overview should include, at a minimum, all of the following items:

- 1. The Consultant's business name, physical location, mission statement, legal business status, such as partnership, corporation, limited liability company or sole proprietorship and the Consultant's current staffing levels.
- 2. A detailed description of the Consultant's current and previous business activities, including, without limitation:

- a. The history of the Consultant's firm, including the date when the firm was founded and how innovation and high quality performance is fostered thereby.
 - b. The number of years the Consultant has been operating under the present business name and any prior business names under which the Consultant has provided Services equivalent to those set forth in this RFP.
 - c. The number of years the Consultant has been providing Services equivalent to those set forth in this RFP.
 - d. The total number of government agencies for which the Consultant has provided Services equivalent to those set forth in this RFP.
 3. A detailed description of any litigation regarding the provision of Services equivalent to those set forth in this RFP that has been brought by or against the Consultant, including the nature and result of such litigation, if applicable.
 4. A detailed description of any fraud convictions related to public contracts, if applicable.
 5. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
 6. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
 7. A detailed description of any controlling or financial interest the Consultant has in any other firms or organizations, or whether the Consultant's firm is owned or controlled by any other firm or organization. If the Consultant does not hold a controlling or financial interest in any other firms or organizations, that must be stated.
- B. Overview of Qualifications and Experience.** The Business Profile must include an overview of the Consultant's qualifications and experience regarding the provision of Services equivalent to those set forth in this RFP. The overview of the Consultant's qualifications and experience should include, at a minimum, all of the following items:
1. A detailed description of the Consultant's knowledge of the requirements pertaining to the provision of Services equivalent to those set forth in this RFP for state and federally funded projects, including, without limitation, Caltrans' Local Assistance Procedures Manual.
 2. A detailed description of the Consultant's overall experience in providing Services equivalent to those set forth in this RFP.
 3. The number of staff members and subconsultants currently providing Services equivalent to those set forth in this RFP.
 4. A detailed description of the qualifications and experience of staff members and subconsultants currently providing Services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training and licenses.

- C. **Project Understanding and Quality Control.** The business profile must include an overview of the Consultant's policies and procedures regarding quality control. The quality control overview should include, at a minimum, all of the following items:
1. A detailed description of the Consultant's understanding of the requirements, challenges and potential hurdles applicable to the provision of Services equivalent to those set forth in this RFP.
 2. Identification of the Consultant's management team and other key personnel, including, without limitation, an organizational chart and resumés for each staff member that may provide Services equivalent to those set forth in this RFP pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFP process.
 3. A detailed description of the management strategies that will be utilized by the Consultant in order to achieve the goals and objectives of specific roadway and bridge construction projects in an efficient manner.
 4. A detailed description of the Consultant's abilities to implement innovative management techniques and identify opportunities for the use of such techniques.
 5. A detailed description of the Consultant's management expertise and approach, and how such expertise and approach will assure staff continuity and timely performance of Services equivalent to those set forth in this RFP pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFP process.
 6. A detailed description of the expected communication channels between the Consultant's staff and the County to ensure that Services equivalent to those set forth in this RFP will be performed to the County's satisfaction, including, without limitation, how potential problems will be solved.

7.6 **References:**

- A. **Reference Data Sheet.** Proposals shall include a Reference Data Sheet, which is attached hereto as Attachment B, containing present and past performance information from a minimum of three (3) former clients, preferably government agencies, to whom the Consultant has provided Services equivalent to those set forth in this RFP within the past five (5) years.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the types of Services and responsibilities set forth in this RFP. Each reference must include, at a minimum, all of the following information:
1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
 2. The dates of project commencement and completion for each referenced client.
 3. A detailed description of the services performed for each referenced client, including, without limitation, the time period in which such services were delivered.
 4. A detailed description of how the services rendered by the Consultant led to accomplishment of each referenced client's project objectives.

5. A detailed description of the amount and outcome of each referenced client's project.
6. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Consultant's knowledge.

7.7 Supplemental Documentation:

Proposals shall include a detailed description of any and all reports, drawings, studies, invoices and any other pertinent documents, that may be prepared and/or used to provide Services equivalent to those set forth in this RFP pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFP process. Samples of each document described in the supplemental documentation section of the Proposal shall be attached thereto.

7.8 Evidence of Insurability and Business Licenses:

All Consultants shall submit evidence of eligibility for all insurances required by the sample Consultant Services Agreement that is attached hereto as Attachment E. Upon the award of a final Consultant Services Agreement, the Successful Consultant will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. However, Consultants should not purchase additional insurance until a final Consultant Services Agreement has been awarded by the County. In addition, all Consultants shall certify the possession of any and all licenses and/or certifications required for the provision of Services equivalent to those set forth in this RFP.

7.9 Exceptions, Objections and Requested Changes:

Consultants should carefully review the terms and conditions of this RFP. Any exceptions, objections or requested changes to this RFP, and/or sample Consultant Services Agreement attached hereto, shall be clearly stated and explained in the Proposal with supporting rationale. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP and/or sample Consultant Services Agreement attached hereto. Protests based on any exception, objection or requested change to this RFP, and/or sample Consultant Services Agreement attached hereto, shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly identified and explained in the Proposal.

7.10 Required Attachments:

Proposals that do not contain each of the following attachments will be considered nonresponsive and rejected by the County:

- **Attachment – Signature Affidavit** (See Section 7.3)
- **Attachment – Reference Data Sheet** (See Section 7.6)
- **Attachment – Supplemental Documentation** (See Section 7.7)

8.0 MODIFICATION AND CORRECTION:

8.1 Requests for Clarification or Correction:

Consultants shall be responsible for meeting all of the requirements and conditions set forth in this RFP. If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error in this

RFP, a written request for clarification or correction should be submitted to the County at the following address:

COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Deputy Director
1106 Second Street
Eureka, California 95501
Email: tseghetti@co.humboldt.ca.us

Requests for clarification or correction and any other questions pertaining to this RFP must be received by the County before **5:00 p.m. PST on September 15, 2026**. All responses to such requests for clarification or correction and written questions shall be issued by the County on or before **September 18, 2026**.

8.2 Addenda:

Any modifications to this RFP shall be made by written Addenda. Addenda to this RFP, if necessary, will be distributed via mail, email or facsimile to all Consultants by the County and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated into the Consultant's Proposal. The Addenda Cover Sheet shall be signed and dated by the Consultant and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County, and shall in no way modify this RFP or the obligations of the County or any Consultants.

9.0 EVALUATION CRITERIA AND REVIEW PROCESS:

The County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Consultant possesses the qualifications necessary for the satisfactory performance of Services equivalent to those set forth in this RFP. In evaluating the Proposals, the County will employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Relevant and Comparable Experience – 30 points:** The Consultant's experience in providing Services equivalent to those set forth in this RFP for government agencies of comparable size.
- **Staffing Levels – 30 points:** The Consultant's ability to provide key personnel familiar with providing Services equivalent to those set forth in this RFP.
- **Local Presence – 10 points:** Consultant's staff and sub-consultant's familiarity with Humboldt County. Consultant's ability to meet on-site, knowledge of local roads and bridges and previous local project experience.
- **Ability to Provide High-Quality Services – 30 points:** Evaluation of the consultant's ability to provide high-quality services includes, but is not limited to, the following: strength of the prime consultant's and sub-consultants' team, understanding of the services needed by the county, knowledge of the federal aid process, ability to meet federal aid requirements (Audit and Investigations), past performance with government agencies, and responsiveness of the consultant's Proposal to the requirements of the RFP.

All Proposals will be evaluated by an Evaluation Committee made up of County staff members and other parties that have expertise or experience in the types of Services set forth in this RFP. The RFP Evaluation Committee may directly request clarification of Proposals from, and/or conduct interviews with, one (1) or more Consultants. The purpose of any such requests for clarification or interviews shall be to ensure the Evaluation Committee's full understanding of the Proposal. If clarifications are made as a result of such discussions, the Consultant shall put such clarifications in writing. Any delay caused by a Consultant's failure to respond to direction from the County may lead to rejection of the Proposal.

The evaluation and selection process is designed to award the procurement to the Consultant with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of a final Consultant Services Agreement, if made by the County, will be based upon a total review and evaluation of each Proposal.

All contacts made with the County during the evaluation and selection process shall be through Humboldt County Public Works Deputy Director, Tony Seghetti (see Section 8.1 for contact information). Attempts by a Consultant to contact any other representative of the County during the evaluation and selection process may lead to rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written statement from the Consultant about this RFP process.

10.0 CONTRACT DEVELOPMENT:

10.1 Contract Negotiation Process:

Once the Proposal evaluation process has been completed, the County will notify the Consultants of the final rankings, and negotiate the terms and conditions of the final Consultant Services Agreement with the highest-ranking Consultant. The highest-ranking Consultant shall participate in good faith negotiations in accordance with direction from the County. Any delay caused by a Consultant's failure to participate in good faith negotiations may lead to rejection of the Proposal. The contract negotiation process shall include, without limitation, all of the following:

- A. **Scoping Meeting.** The highest-ranking Consultant may be asked to attend a scoping meeting, within two (2) weeks after receiving notification of the final rankings, to ensure that the Consultant has a full understanding of the terms and conditions of the Consultant Services Agreement. The scoping meeting will also provide the highest-ranking Consultant's Project Team with an opportunity to ask technical questions regarding the Services that they will be expected to provide.
- B. **Cost Proposal.** The highest-ranking Consultant will be asked to submit a sealed Cost Proposal for the Services set forth in this RFP, within four (4) weeks after receiving notification of the final rankings. Cost Proposals shall include an itemized list of the hourly rates that will be charged for each Service set forth in this RFP. All subconsultants providing the Services set forth in this RFP pursuant to the terms and conditions of a final Consultant Services Agreement will be required to submit cost proposals in the same format as the Successful Consultant.

10.2 Award of Consultant Services Agreement:

If the County determines, after the completion of the contract negotiation process, to award a contract for the provision of Services equivalent to those set forth in this RFP, a Consultant Services Agreement shall be sent to the Successful Consultant for signature. Once signed copies have been returned to the County, the Consultant Services Agreement will be submitted to the Humboldt

County Board of Supervisors for approval. The County hereby reserves the right to award a Consultant Services Agreement to the Consultant which, in the sole judgment of the County, will best serve the interests thereof. No Proposal shall be binding upon the County until a final Consultant Services Agreement has been signed by duly authorized representatives of both the Successful Consultant and the County.

10.3 Contractual Requirements:

- A. **Contract Audit and Review Process Requirements.** The final Consultant Services Agreement resulting from this RFP process, and any subcontracts associated therewith, are subject to audit or review by the California Department of Transportation Inspector General's Independent Office of Audits and Investigations ("Caltrans Audits and Investigations") and any other duly authorized local, state and/or federal agencies. The Successful Consultant, and any subconsultants, shall be responsible for complying with any and all local, state and federal laws, regulations, policies, procedures, standards and contract requirements related to audits and reviews, including, without limitation, any and all applicable requirements set forth in Chapter 10 of the LAPM.
- B. **Cost Certification Requirements.** The Successful Consultant must certify the accuracy of the costs associated with the provision of the Services equivalent to those set forth in this RFP by submitting the Inspector General's Certification of Indirect Costs and Financial Management System or other applicable forms. The County will then submit a complete packet to Caltrans Independent Office of Audits and Investigations in accordance with the LAPM. All documentation supporting the cost certification, including, without limitation, Inspector General's Financial Document Review (FDR) Request Form, must be retained by the County and the Successful Consultant for the applicable retention period in the event an audit or review is performed by Caltrans Audits and Investigations or any other duly authorized local, state or federal agency.
- C. **Prevailing Wage Requirements.** The Successful Consultant, and any subconsultants with subcontracts exceeding Twenty-Five Thousand Dollars (\$25,000.00), shall be responsible for complying with the applicable State of California Prevailing Wage Rate requirements set forth in California Labor Code, Sections 1770, *et seq.*, as well as all other applicable local, state and federal wage requirements. California State Prevailing Wage information is available at the following California Department of Industrial Relations websites:
- http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
 - <http://www.dir.ca.gov/oprl/DPreWageDetermination.html>
- D. **Financial Management and Accounting System Requirements.** The Successful Consultant must have an adequate financial management and accounting system as required by Title 49 of the Federal Code of Regulations ("C.F.R.") Part 18 and 48 C.F.R. Part 31.
- E. **Non-Discrimination Requirements.** The Successful Consultant, and all subconsultants, shall be responsible for complying with all of the following non-discrimination requirements:
1. The Successful Consultant, and all subconsultants, shall certify under penalty of perjury under the laws of the State of California that the Successful Consultant, and all subconsultants, unless exempt, have complied with the non-discrimination program requirements of California Government Code Section 12990 and Section 8103 of Title 2 of the California Code of Regulations ("C.C.R.").

2. During the performance of the final Consultant Services Agreement resulting from this RFP process, the Successful Consultant, and all subconsultants, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over forty (40) years of age), marital status, and denial of family care leave. The Successful Consultant, and all subconsultants, shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Successful Consultant, and all subconsultants, shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Sections 12990(a-f), *et seq.*) and the applicable regulations promulgated thereunder (2 C.C.R. Sections 7285, *et seq.*). The Successful Consultant, and all subconsultants, shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement.
3. The Successful Consultant, and all subconsultants, shall act in accordance with the regulations relative to Title VI of the Civil Rights Act of 1964 (nondiscrimination in federally-assisted programs of the Department of Transportation – 49 C.F.R. Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Title VI of the Civil Rights Act of 1964 provides that the recipients of federal assistance will implement and maintain a policy of non-discrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
4. During the performance of the final Consultant Services Agreement resulting from this RFP process, the Successful Consultant shall act in accordance with Title VI of the Civil Rights Act of 1964. Specifically, the Successful Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Successful Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the United States Department of Transportation (“DOT”) Regulations, including, without limitation, employment practices for employment related programs.

F. **Disadvantaged Business Enterprises Participation.** The U.S. Department of Transportation’s Interim Final Rule (90 Fed. Reg. 47969, Oct. 3, 2025) amended 49 CFR Parts 23 and 26 by eliminating race- and sex-based presumptions of social and economic disadvantage and requiring each Unified Certification Program (UCP) to reevaluate all existing DBEs. Until the California UCP completes its mandatory reevaluation:

1. No DBE contract goals will be established for this contract.
2. DBEs and other small businesses, as defined in 49 C.F.R. Part 26, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Successful Consultant and its subconsultants shall not discriminate on the basis of race, color, national origin or sex in the performance of the final Consultant Services Agreement resulting from this RFP process. The Successful Consultant shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted agreements. The Successful Consultant’s failure to carry out these requirements

shall constitute a material breach of the final Consultant Services Agreement, which may result in the termination thereof or such other remedy as the County deems appropriate.

3. In accordance with the USDOT Interim Final Rule and subsequent guidance, the following DBE program elements are suspended until completion of statewide UCP reevaluations:
 - I. Goal setting for DBE participation,
 - II. Counting or reporting DBE participation toward contract or overall goals,
 - III. Commercially Useful Function (CUF) reviews,
 - IV. Good Faith Effort (GFE) evaluations,
 - V. any other goal-based DBE compliance monitoring or enforcement activities.
4. Enforcement of the termination requirements in 49 C.F.R. § 26.53 remains in effect. A DBE firm listed by a proposer may only be terminated with prior written approval from the County and only for the reasons permitted under 49 C.F.R. § 26.53(f). Before seeking County approval for termination, the Successful Consultant must fully comply with the procedural requirements of 49 C.F.R. § 26.53(f).
5. Submission of LAPM Exhibit 9-P (Prompt Payment Certification) remains required and must be submitted to dbf.forms@dot.ca.gov in accordance with current Caltrans direction.
6. The suspension of certain DBE provisions does not relieve the County, the Successful Consultant, or any subconsultant from compliance with all other applicable federal, state, or local laws relating to contract administration, including but not limited to the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.) and all other nondiscrimination and prompt-payment requirements.
- G. **Disclosure of Confidential Information.** During the performance of the final Consultant Services Agreement resulting from this RFP process, the Successful Consultant may receive information that is confidential under local, state and/or federal law. The Successful Consultant will be required to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations.
- H. **Indemnification Requirements.** To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, the Successful Consultant will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Consultant's negligent performance of, or failure to comply with, any of the obligations contained in the final Consultant Services Agreement resulting from this RFP process, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- I. **Insurance Requirements.** The Successful Consultant will be required to satisfy the insurance requirements set forth in the sample Consultant Services Agreement attached hereto. The Successful Consultant shall furnish the County with certificates and original endorsements effecting the required insurance coverage prior to County's execution of the final Consultant Services Agreement resulting from this RFP process. In addition, the County may require additional insurance requirements dependent upon the scope of the Services that will be

provided by the Successful Consultant pursuant to the terms and conditions of final Consultant Services Agreement resulting from this RFP process.

- J. Assignment.** The final Consultant Services Agreement resulting from this RFP process shall not be assignable by the Successful Consultant without prior approval by the County.
- K. Jurisdiction and Venue.** The final Consultant Services Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes regarding the final Consultant Services Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

11.0 CANCELLATION OF THE RFP PROCESS:

The County hereby reserves the right to cancel this RFP process at any time after the issuance of this RFP, but prior to the award of a final Consultant Services Agreement, if the County determines, in its sole discretion, that cancellation is in the County's best interests for reasons, including, but not limited to, the following: the types of Services set forth in this RFP are no longer required; the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or the County determines, after review and evaluation of the Proposals, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the preliminary scope of services set forth in this RFP prior to the award of a final Consultant Services Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to award a Consultant Services Agreement for the provision of Services equivalent to those set forth in this RFP.

REQUEST FOR PROPOSALS – No. DPW2026-006
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE GARBERVILLE
REDWOOD DRIVE COMPLETE STREETS

ATTACHMENT A – SIGNATURE AFFIDAVIT
(Submit With Proposal)

REQUEST FOR PROPOSALS – No. DPW2026-006 SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 6250, *et seq.*, the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion; that this Proposal has not been knowingly disclosed to any other Consultant or competitor prior to the opening thereof; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Proposals and declares that the attached Proposal is in conformity therewith.

Signature

Title

Name

Date

This firm hereby acknowledges receipt / review of the following Addendum(s), if any
Addendum # Addendum # Addendum # Addendum #

REQUEST FOR PROPOSALS – No. DPW2026-006
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE GARBERVILLE
REDWOOD DRIVE COMPLETE STREETS

ATTACHMENT B – REFERENCE DATA SHEET
(Submit With Proposal)

REQUEST FOR PROPOSALS – No. DPW2026-006
REFERENCE DATA SHEET

Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.

NAME OF AGENCY:			
STREET ADDRESS:			
CITY, STATE, ZIP:			
CONTACT PERSON:		EMAIL:	
PHONE #:		FAX #:	
Department Name:			
Approximate County (Agency) Population:			
Number of Departments:			
General Description of Scope of Work:			
NAME OF AGENCY:			
STREET ADDRESS:			
CITY, STATE, ZIP:			
CONTACT PERSON:		EMAIL:	
PHONE #:		FAX #:	
Department Name:			
Approximate County (Agency) Population:			
Number of Departments:			
General Description of Scope of Work:			

NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		

REQUEST FOR PROPOSALS – No. DPW2026-006
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE GARBERVILLE
REDWOOD DRIVE COMPLETE STREETS

ATTACHMENT C – US DOT INTERIM FINAL RULE (IFR) REGARDING DBE
(Do Not Submit with Proposal)

REQUEST FOR PROPOSALS – No. DPW2026-006
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE GARBERVILLE
REDWOOD DRIVE COMPLETE STREETS

ATTACHMENT D – LAPM EXHIBIT 10-Q – DISCLOSURE OF LOBBYING ACTIVITIES
(Submit with Proposal)

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☐		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Local Assistance Procedures Manual

**EXHIBIT 10-Q
Disclosure of Lobbying Activities**

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

**REQUEST FOR PROPOSALS – No. DPW2026-006
DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE GARBERVILLE
REDWOOD DRIVE COMPLETE STREETS**

**ATTACHMENT E – SAMPLE CONSULTANT SERVICES AGREEMENT
AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONSULTANT]**

This Agreement for Consultant Services (“Agreement”) entered into this ____ day of _____, 2026, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Consultant], a [Name of State] [Type of Business], hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Engineering Division, desires to retain a qualified professional to assist COUNTY in performing [name of services] that are further described in Attachment [] – Scope of Work, which is attached hereto and incorporated herein by reference as if set forth in full; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for this temporary period; and

WHEREAS, pursuant to California Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY or any department thereof; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the duties and services set forth in this Agreement; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. CONSULTANT’s Project Manager will be [Name]. COUNTY’s Contract Administrator will be Tony Seghetti, Deputy Director of Public Works, or a designee thereof.
- B. The work to be performed under this Agreement is described in Article II – Statement of Work and the approved Cost Proposal dated [Date], which is attached hereto as Attachment [] – Cost Proposal & Schedule of Work and incorporated herein by reference as if set forth in full. If there is any conflict between the approved Cost Proposal and the terms and conditions of this Agreement, this Agreement shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend and hold harmless COUNTY, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, damages, losses, liabilities and costs and expenses, including, without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to

comply with applicable law, injury to, or death of, any person, damage to, or loss of, property or economic loss arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to CONSULTANT's performance hereunder, except such loss or damage which was caused by the sole negligence, or willful misconduct of COUNTY, as determined by a court of competent jurisdiction. The provisions of this article shall survive termination or suspension of this Agreement.

- D. In the performance of this Agreement, CONSULTANT shall act in an independent capacity. It is understood and agreed that CONSULTANT, and its agents, officers, officials, employees and subconsultants, is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.
- E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT pursuant to the terms and conditions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligations hereunder, is only subject to the control or direction of COUNTY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third parties employed by CONSULTANT shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. CONSULTANT hereby agrees to indemnify and hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- G. Except as expressly authorized herein, CONSULTANT's obligations hereunder are not assignable or transferable, and CONSULTANT shall not subcontract any work, without COUNTY's prior written approval. However, claims for money due to CONSULTANT under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to COUNTY.
- H. CONSULTANT shall be fully responsible to COUNTY for the negligent acts and omissions of its agents and subconsultants, and of persons either directly or indirectly employed thereby, in the same manner as persons directly employed by CONSULTANT.
- J. No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- K. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including, without limitation, travel and per diem expenses, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

The work to be performed under this Agreement is described in Attachment [] – Scope of Work and Attachment [] – Cost Proposal & Schedule of Work.

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONSULTANT

is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the projects.

ARTICLE IV – PERFORMANCE PERIOD

- A. This Agreement shall go into effect on [Date], contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This Agreement shall end on [Date], unless extended by written amendment.
- B. CONSULTANT is advised that any recommendation for award of this Agreement is not binding on COUNTY until this Agreement is fully executed and approved by COUNTY.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this Agreement will be based on .. COUNTY will reimburse CONSULTANT for actual costs, including, without limitation, labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs, incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for in a written amendment to this Agreement. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in Attachment [] – Scope of Work and Attachment [] – Cost Proposal & Schedule of Work is required, the time or actual costs reimbursable by COUNTY shall be adjusted by a written amendment to this Agreement to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by a written amendment to this Agreement.
- B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. CONSULTANT's agreement to the extension of the applicable one (1) year period shall not be a condition or qualification to be considered for award of this Agreement.
- C. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of [AMOUNT] (\$,). The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the scope of work and such adjustment is made by a written amendment to this Agreement.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. CONSULTANT shall be responsible for transportation and subsistence costs in excess of applicable state rates.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an amendment to this Agreement for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule

set forth in Attachment [REDACTED] – Cost Proposal & Schedule of Work, COUNTY shall have the right to delay payment or terminate this Agreement.

- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- H. CONSULTANT will be reimbursed promptly according to any and all applicable local, state and federal laws, regulations and standards upon COUNTY's receipt of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. The final invoice must contain the final cost and all credits due COUNTY including any equipment purchased pursuant to the terms and conditions of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501

- I. The total amount payable by COUNTY including the fixed fee shall not exceed [AMOUNT] (\$[REDACTED], [REDACTED]. [REDACTED]).
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI – TERMINATION

- A. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice of its intent to terminate in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that CONSULTANT is given written notice of the temporary suspension in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding anything to the contrary, CONSULTANT shall not be relieved of liability for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due COUNTY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the applicable contract cost principles and procedures set forth in Part 31 of Title 48 of the Code of Federal Regulations (“CFR”) shall be used to determine the allowability of individual terms of cost.
- B. CONSULTANT also agrees to comply with the applicable administrative requirements, cost principles and audit procedures for federal awards set forth in 2 CFR Part 200.
- C. Any and all costs for which payment has been made that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 shall be subject to repayment by CONSULTANT.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with California Government Code Section 8546.7, COUNTY, CONSULTANT and any subconsultants hereunder shall maintain any and all books, documents, papers, accounting records, Indirect Cost Rate (“ICR”) work papers, and other evidence pertaining to each party’s performance hereunder, including, without limitation, the costs of administering this Agreement. All parties, including, without limitation, CONSULTANT’s independent Certified Public Accountant (“CPA”), shall make such work papers and materials available at their respective offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment hereunder. Records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, the California Department of Transportation (“Caltrans”), the Federal Highway Administration (“FHWA”) and any other duly authorized representative of the federal government having jurisdiction under federal laws or regulations, including, without limitation, the basis of federal funding in whole or in part, shall have access to any such books, records and documents for audit, examination and review, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may submit a written request for review of unresolved issues to the Humboldt County Auditor-Controller.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms and conditions of this Agreement.
- D. This Agreement, and any subcontracts related hereto, including, without limitation, cost proposals and ICR, may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR audit or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, CONSULTANT shall be responsible for ensuring that any and all duly authorized local, state and federal government officials are allowed full access to the CPA’s work papers including making

copies as necessary. The agreement, cost proposal and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of the terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigation ("IOAI"). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at an accepted ICR until a Federal Acquisition Regulation compliant ICR [e.g. 48 CFR Part 31; Generally Accepted Auditing Standards; Cost Accounting Standards, if applicable; in accordance with the procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by IOAI. Accepted rates will be as follows:
 - a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) – the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.
 2. If IOAI is unable to issue a cognizant letter per subsection E(1) of this article, IOAI may require CONSULTANT to submit a revised independent CPA audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.
 3. If CONSULTANT fails to comply with the requirements set forth herein, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR as set forth in subsection E(1) of this article for all rendered services. In this event, the accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. CONSULTANT may submit a final invoice to COUNTY only when all of the following items have occurred: IOAI accepts or adjusts the original or revised independent CPA audited ICR; all work under this Agreement has been completed to the satisfaction of COUNTY; and IOAI has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and CONSULTANT, either as a prime or subcontractor, with the same fiscal period ICR.
5. COUNTY and CONSULTANT hereby agree to fix the ICR for the period of time set forth in Article IV – Period of Performance of this Agreement. If the term of this Agreement is extended by a duly executed amendment hereto, COUNTY and CONSULTANT may adjust the ICR to the current IOAI approved ICR.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between COUNTY and any of CONSULTANT's subconsultants hereunder, and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultants is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that which is expressly identified in CONSULTANT's approved Cost Proposal.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the applicable provisions set forth in this Agreement.
- D. Any substitution of subconsultants must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subcontractor.
- E. CONSULTANT shall pay to any subconsultant hereunder, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts owed to CONSULTANT on account of the services performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over any portion of the amount due on a progress payment from CONSULTANT to a subconsultant, CONSULTANT may withhold no more than one hundred fifty percent (150%) of the disputed amount. Any violation of this provision shall constitute a cause for disciplinary action and shall subject CONSULTANT to a penalty, payable to the subconsultant, of two percent (2%) of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to its attorney's fees and costs. The sanctions authorized under this provision shall be separate from, and in addition to, all other remedies, either civil, administrative or criminal.

CONSULTANT must submit Exhibit 9-P to the COUNTY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for all subcontractors, and address any prompt payment issues until the end of the project. The COUNTY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

- F. No retainage will be held by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT, or any subconsultants hereunder, is prohibited and no retainage will be held by CONSULTANT, or any subconsultant hereunder, from progress due to its subconsultants. Any delay or postponement of payment may take place only for good cause and with COUNTY's prior written approval. Any violation of this provision shall subject CONSULTANT, or any subconsultants hereunder, to the penalties, sanctions and other remedies specified in Section 3321 of the California Civil Code. This provision shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT, or any subconsultants hereunder, in the event of a dispute involving late payment or nonpayment by CONSULTANT and/or deficient subconsultant performance or noncompliance. This provision applies to both DBE and non-DBE subconsultants.

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00), with prior authorization by COUNTY's Contract Administrator, three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms and conditions of this Agreement is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
 2. 2 CFR Part 200 requires a credit to federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. Neither CONSULTANT nor its subconsultants may be awarded an agreement containing public work elements unless registered with the California Department of Industrial Relations (“DIR”) pursuant to California Labor Code Section 1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent extensions thereof.
- B. CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work pursuant to the terms and conditions of this Agreement are on file with Caltrans’ District Labor Compliance Officer and available online at the following address: http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/DistrictRegion_Map_Construction_7-8-15.pdf. These wage rates are hereby incorporated into this Agreement by reference as if set forth in full, pursuant to California Labor Code Section 1773.2, and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subconsultants solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from DIR’s website at <http://www.dir.ca.gov>.
- D. By executing this Agreement, CONSULTANT, for itself, and its subconsultants, assignees and successors in interest, agrees to comply with the following requirements pertaining to preparation, retention, certification, reproduction and disclosure of payroll records:
 - 1. CONSULTANT and its subconsultants shall keep accurate certified payroll records and supporting documents, as mandated by California Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations (“CCR”), showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONSULTANT or its subconsultants in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811 and 1815 for any work performed by its employees on the public works project.
 - 2. The payroll records enumerated under subsection D(1) of this article shall be certified as correct by CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of CONSULTANT. CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee’s payroll record shall be made available for inspection or furnished to the employee or the employee’s authorized representative upon request.
 - b. A certified copy of all payroll records enumerated in subsection D(1) of this article shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of

the DIR. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated.

- c. CONSULTANT shall not give the public access to certified payroll records. CONSULTANT shall forward any requests for certified payrolls to COUNTY's Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. CONSULTANT shall submit a certified copy of the records enumerated in subsection D(1) of this article to the requesting entity within ten (10) calendar days after receipt of a written request.
4. Any records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be redacted or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of CONSULTANT or its subconsultants performing the work shall not be redacted or obliterated.
5. CONSULTANT shall inform COUNTY of the location of the records enumerated under subsection D(1) of this article, including, without limitation, the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.
6. CONSULTANT and its subconsultants shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in subsection D(1) of this article. In the event of CONSULTANT's failure to comply within the ten (10) day period, CONSULTANT shall, as a penalty to COUNTY, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this subsection due to the failure of a subcontractor to comply with the requirements set forth herein.
- E. When prevailing wage rates apply, CONSULTANT shall be responsible for verifying compliance with certified payroll requirements. Payment will not be made until the invoice is approved by COUNTY.
- F. By executing this Agreement, CONSULTANT, for itself, and its subconsultants, assignees and successors in interest, agrees to comply with the following requirements pertaining to the imposition and payment of any and all penalties resulting from CONSULTANT's noncompliance with any applicable local, state and federal prevailing wage laws, regulations and standards:
 1. CONSULTANT and its subconsultants shall comply with California Labor Code Sections 1774 and 1775. Pursuant to California Labor Code Section 1775, CONSULTANT and its subconsultants shall forfeit to COUNTY a penalty of not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by its subconsultants in violation of the requirements of any applicable local, state or federal laws, regulations or standards, including, without limitation, California Labor Code Sections 1770, *et seq.*
 2. The amount of the forfeiture described in subsection F(1) of this article shall be determined by the California Labor Commissioner and shall be based on consideration of mistake, inadvertence or neglect of CONSULTANT or its subconsultants in failing to pay the correct rate of prevailing wages, or the previous record of CONSULTANT or its subconsultants in meeting their respective prevailing wage obligations, or the willful failure by CONSULTANT or its subconsultants to pay the correct rates of prevailing wages. A mistake, inadvertence or neglect in failing to pay the correct

rates of prevailing wages is not excusable if CONSULTANT or its subconsultants had knowledge of the obligations under the California Labor Code. CONSULTANT shall be responsible for paying the appropriate rate, including, without limitation, any escalations that take place during the term of this Agreement and any extensions thereof.

3. In addition to the penalty described in subsection F(1) of this article, and pursuant to California Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONSULTANT or its subconsultants.
4. If workers employed by CONSULTANT's subconsultants on a public works project are not paid the general prevailing per diem wages by the subconsultants, CONSULTANT shall not be liable for the penalties described in subsections F(1) and F(3) of this article, unless CONSULTANT had knowledge of the subconsultants' failure to pay the specified prevailing rate of wages to those workers or CONSULTANT fails to comply with all of the following requirements:
 - a. The subcontracts executed between CONSULTANT and the subconsultants for the performance of work on public works projects shall include a copy of the requirements in California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
 - b. CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultants to their employees by periodic review of the subconsultants' certified payroll records.
 - c. Upon becoming aware of the subconsultants' failure to pay the specified prevailing rate of wages to the subconsultants' employees, CONSULTANT shall diligently take corrective action to halt or rectify the failure, including, without limitation, retaining sufficient funds due the subconsultants for work performed on the public works project.
 - d. Prior to making final payment to the subconsultants for work performed on the public works project, CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultants that they have paid the specified general prevailing rate of per diem wages to their employees on the public works project and any amounts due pursuant to California Labor Code Section 1813.
5. Pursuant to California Labor Code Section 1775, COUNTY shall notify CONSULTANT within fifteen (15) calendar days after the receipt of a complaint that any of its subconsultants have failed to pay their employees the general prevailing rate of per diem wages.
6. If COUNTY determines that any of CONSULTANT's subconsultants have not paid their employees the general prevailing rate of per diem wages, and if COUNTY did not retain sufficient money to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, CONSULTANT shall withhold an amount of money due the subconsultants sufficient to pay those employees the general prevailing rate of per diem wages, if requested by COUNTY.
- G. CONSULTANT shall forfeit, as a penalty to COUNTY, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, including, without limitation, Sections 1810 to 1815 thereof, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one (1)

week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in California Labor Code Section 1815.

- H. By executing this Agreement, CONSULTANT, for itself, and its subconsultants, assignees and successors in interest, agrees to comply with the following requirements pertaining to the employment of apprentices:
1. CONSULTANT, and any of its subconsultants working under a subcontract exceeding Thirty Thousand Dollars (\$30,000.00), shall comply with all applicable requirements regarding the employment of apprentices set forth in California Labor Code Sections 1777.5, 1777.6 and 1777.7.
 2. CONSULTANT and its subconsultants shall comply with any and all California Labor Code requirements regarding the employment of apprentices, including, without limitation, mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and its subconsultants are advised to review the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios. CONSULTANT shall be responsible for its subconsultants' compliance with these requirements. Penalties are specified in California Labor Code Section 1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

- A. During the term of this Agreement, and any extensions thereof, CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided hereunder. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by any applicable local, state or federal laws, regulations or standards.
- C. CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- D. CONSULTANT hereby certifies that neither CONSULTANT nor any of its subconsultants, or any firm affiliated with CONSULTANT or its subconsultants, that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure that a conflict of interest does not exist. For purposes of this Agreement, an affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its sole discretion, to terminate this Agreement without liability,

to pay only for the value of the work actually performed or to deduct from the amount owed under this Agreement, or otherwise recover, the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT certifies, to the best of its knowledge and belief, that:

1. No local, state or federal appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, state or federal agency, a member of the California State Legislature or United States Congress, an officer or employee of the California State Legislature or Congress or any employee of a member of the California State Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment or modification of this Agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this Agreement was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352 of Title 31 of the United States Code (“USC”). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

C. CONSULTANT also agrees by executing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed One Hundred Thousand Dollars (\$100,000.00), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. CONSULTANT’s signature affixed herein shall constitute a certification, under penalty of perjury under the laws of the State of California, that CONSULTANT has, unless exempt, complied with any and applicable nondiscrimination requirements set forth in California Government Code Section 12990 and 2 CCR Section 8103.

B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny any benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status, nor shall they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. CONSULTANT and its subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and its subconsultants shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Sections 12990, *et seq.*) and the applicable regulations promulgated thereunder (2 CCR Sections 11000, *et seq.*), the provisions of California Government Code Sections 11135 through 11139.5 and the regulations or standards adopted by COUNTY to implement this article. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in 2 CCR Sections 8100 through 8504, are hereby incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of COUNTY and any other duly authorized local, state and federal agencies, including, without limitation, the California Department of Fair Employment and Housing, upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours' notice, to its facilities, books, records, accounts and all other sources of information as COUNTY or any other duly authorized local, state or federal agency shall require to ascertain compliance with this article.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this article to any and all labor organizations with which they have a collective bargaining or other agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this article in all subcontracts to perform work under this Agreement.
- G. CONSULTANT, with regard to the work performed pursuant to the terms and conditions of this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 USC Sections 2000d, *et seq.*) which provides that recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation in, denied the benefits of or be subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. CONSULTANT shall comply with any and all applicable local, state and federal laws, regulations and standards pertaining to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including, without limitation, employment practices and the selection and retention of subconsultants.
- I. Neither party hereto, nor any subconsultants hereunder, shall exclude any person from participation in, deny any person the benefits of or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex or national origin.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein shall constitute a certification, under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the United States General Services Administration are to be determined by FHWA.

ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

On October 3, 2025, the U.S. Department of Transportation issued an Interim Final Rule (IFR) that temporarily suspended DBE contract goal setting and DBE participation counting and reporting requirements under 49 CFR Part 26. Consistent with the IFR:

- A. No DBE contract goal applies to this solicitation;
- B. During the suspension period, the County may not: set a DBE goal; require DBE participation plans; evaluate or count DBE participation; perform CUF reviews; require or accept DBE Good Faith Effort (GFE) submissions; require submission of any inactive DBE LAPM forms;
- C. DBE protections still apply. The Consultant and all subconsultants must comply with the nondiscrimination requirements of 49 CFR 26.7; prompt payment requirements (LAPM Exhibit 9-P); termination procedures for DBE subconsultants requiring prior written County consent and "good cause" as defined in 49 CFR 26.53;
- D. The suspension of certain DBE program elements does not relieve the Consultant from compliance with all other federal and state contracting laws, including PCC §4100 et seq.

ARTICLE XIX – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this Agreement, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire term of this Agreement, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly thereby, or by anyone for whose acts CONSULTANT may be liable:
 1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction

management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, subject to a deductible of not more than Fifty Thousand Dollars (\$50,000.00) payable by CONSULTANT. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate), subject to a deductible not to exceed Fifty Thousand Dollars (\$50,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability regarding the work performed pursuant to the terms and conditions of this Agreement. Such coverage shall be incorporated into CONSULTANT's agreements with any other entities.
- B. CONSULTANT's insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT's Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its agents, officers, officials, employees and volunteers, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) calendar days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT

shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 5. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
 8. Nothing contained herein shall be construed as limiting the extent to which CONSULTANT or its subconsultants may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

CONSULTANT: [Name of Consultant]
Attention: [Name of Project Manager], Project Manager
[Street Address]
[City], [State] [Zip Code]

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

AND

Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501

- D. In connection with the performance of the design professional services required hereunder, CONSULTANT shall, to the fullest extent permitted by law, and in accordance with California Civil

Code Section 2782.8, indemnify, defend and hold harmless COUNTY, and its agents, officers, officials, employees and volunteers, from any claim, liability, loss, injury or damage (referred to collectively as “Litigation”) that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this Agreement.

- E. In connection with the performance of the non-design professional services required hereunder, if any, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, costs and fees of Litigation, arising out of, or in connection with, CONSULTANT’s performance of, or failure to comply with, any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this Agreement.

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this Agreement. In addition, this Agreement is subject to any additional local, state and federal restrictions, limitations, conditions and legal obligations that may affect the provisions, terms, conditions or funding of this Agreement in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate this Agreement pursuant to Article VI – Termination, or by mutual agreement to amend this Agreement to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

- A. This Agreement may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY’s Contract Administrator.
- C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement without prior written approval by COUNTY’s Contract Administrator.

ARTICLE XXII – CONTINGENT FEE

CONSULTANT warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission,

percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the price or consideration to be paid hereunder, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII – DISPUTES

Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) calendar days of good-faith negotiations, and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and other COUNTY officials, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may submit a written request for review by COUNTY's governing board of unresolved claims or disputes, other than audit.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

ARTICLE XXIV – INSPECTION OF WORK

CONSULTANT and its subconsultants shall permit COUNTY, the State of California and the FHWA, if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

ARTICLE XXV – SAFETY

- A. CONSULTANT shall comply with any and all California Division of Occupational Safety and Health ("Cal-OSHA") regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT's personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to Section 591 of the California Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11 through 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have any and all applicable CAL-OSHA permits, as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation or process related to the construction or excavation of trenches which are five (5) feet deep or deeper.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT pursuant to the terms and conditions of this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately upon termination of this Agreement, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement, which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered pursuant to the terms and conditions of this Agreement must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the parties intend this Agreement to be an agreement for services and each considers the products and results of the services rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work and all rights therein, including, without limitation, copyrights, belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY. Any reuse of such works made for hire outside the scope of work for which it was developed, or any alteration of them whatsoever, without CONSULTANT's review and approval shall be at COUNTY'S sole risk.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one (a) detailed in a particular Task. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Each party hereto agrees to comply with any and all applicable local, state and federal laws, regulations and standards pertaining to patent rights, including, without limitation, 48 CFR Subpart 27.3 – Patent Rights under Government Contracts.
- E. COUNTY may permit CONSULTANT to copyright reports or other byproducts of this Agreement. If copyrights are permitted; FHWA shall be granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims. Consultation or testimony will be reimbursed at the same rates, including, without limitation, travel costs, that are being paid for CONSULTANT's services under this Agreement.

- C. Services of CONSULTANT in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment which extends the expiration date of this Agreement, if necessary, in order to resolve such construction claims.
- D. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. CONSULTANT hereby agrees to protect any and all confidential information obtained in the performance of this Agreement in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. All financial, statistical, personal, technical or other information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one (1) occasion, or disclosure at a public hearing held by COUNTY relating to this Agreement, shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- D. CONSULTANT shall not comment publicly to the press or any other media outlet regarding this Agreement or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a legislative committee.
- E. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, Caltrans and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to the terms and conditions of this Agreement are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT, or any of its agents, officers, employees or subconsultants, does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing such information, including, without limitation, COUNTY's attorney's fees, expert witness fees and disbursements.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with California Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within two (2) years prior to the execution this Agreement because of CONSULTANT's failure to comply with an order of a federal court that requires CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX – EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY. A copy of COUNTY's evaluation report will be sent to CONSULTANT for comments. COUNTY's evaluation report along with CONSULTANT's comments shall be retained in accordance with the record retention provisions set forth herein.

CONSULTANT must submit Attachment [] – Prompt Payment Certification (Exhibit 9-P) to the COUNTY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Attachment [] – Prompt Payment Certification (Exhibit 9-P).

The COUNTY must verify all Attachment [] – Prompt Payment Certification (Exhibit 9-P) information, monitor compliance with prompt payment requirements for all subcontractors, and address any prompt payment issues until the end of the project. The COUNTY must email a copy of Attachment [] – Prompt Payment Certification (Exhibit 9-P) to DBE.Forms@dot.ca.gov before the end of the month after receiving the Attachment [] – Prompt Payment Certification (Exhibit 9-P) from the CONSULTANT.

ARTICLE XXXI – TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to the COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

- A. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- B. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- A. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

- B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 2. cancellation, termination or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title

23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXII – NOTIFICATION

Any and all notices required hereunder, and communications regarding interpretation of, and changes to, the terms and conditions of this Agreement, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONSULTANT: [Name of Consultant]

Attention: [Name of Project Manager], Project Manager

[Street Address]
[City], [State] [Zip Code]

COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- B. CONSULTANT agrees to comply with any and all local, state and federal laws, regulations and standards applicable to its performance hereunder, including, without limitation, the Americans with Disabilities Act. CONSULTANT further agrees to comply with any and all applicable local, state and federal accrediting, licensure and certification requirements.
- C. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- D. In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.
- E. CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.
- F. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONSULTANT. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT hereunder, which COUNTY determines were not expended in accordance with the terms of this Agreement.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

ARTICLE XXXVII – CONTRACT

The two (2) parties to this Agreement, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this Agreement constitutes the entire agreement which is made and concluded in duplicate between the two (2) parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

[Signatures on Following Page]

ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

[NAME OF CONSULTANT]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

e
Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

[Name of Board Chair]

Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF ATTACHMENTS:

Attachment ☐ – Scope of Work

Attachment ☐ – Cost Proposal & Schedule of Work

Attachment ☐ – Prompt Payment Certification (Exhibit 9-P)

Attachment ☐ – Inspector General's Certification of Indirect Costs and Financial Management System

Attachment ☐ – Disclosure of Lobbying Activities (Exhibit 10-Q)

Attachment ☐ – Liability Insurance